

TENTATIVE RULINGS for CIVIL LAW and MOTION

April 2, 2010

Pursuant to Yolo County Local Rules, the following tentative rulings will become the order of the court unless, by 4:00 p.m. on the court day before the hearing, a party requests a hearing and notifies other counsel of the hearing. To request a hearing, you must contact the clerk of the department where the hearing is to be held. Copies of the tentative rulings will be posted at the entrance to the courtroom and on the Yolo Courts Website, at www.yolo.courts.ca.gov. If you are scheduled to appear and there is no tentative ruling in your case, you should appear as scheduled.

Telephone number for the clerk in Department Fifteen: (530) 406-6941

TENTATIVE RULING

CASE: **Capital Corrugated, Inc. v. Interpac Technologies, Inc.**
 Case No. CV CV 09-3003

Hearing Date: **April 2, 2010** **Department Fifteen** **9:00 a.m.**

After considering the pleadings and the papers in the record, the Court **CONDITIONALLY GRANTS** the plaintiff's application for a right to attach order. (Code Civ. Proc., §§ 483.010 *et seq.*) Before the Court will issue a writ of attachment, plaintiff shall submit the required undertaking. (Code Civ. Proc., § 489.220.)

Plaintiff should submit a proposed order on Judicial Council Form AT-120.

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rules of Court, rule 3.1312 or further notice, except as provided herein, is required.

TENTATIVE RULING

Case: **Chase Bank USA, N.A. v. Buchignani**
 Case No. CV G 09-800

Hearing Date: **April 2, 2010** **Department Fifteen** **9:00 a.m.**

Chase Bank USA, N.A.'s unopposed motion to enter judgment in its favor and against Marty E. Buchignani pursuant to Code of Civil Procedure section 664.6 is **GRANTED**.

Chase Bank USA, N.A. shall serve Marty E. Buchignani with a copy of the Court's ruling and the judgment by no later than April 9, 2010.

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rules of Court, rule 3.1312 or further notice, except as provided herein, is required.

TENTATIVE RULING

Case: **The Regents of the University of California v. Allen L. Bender, Inc.**
Case No. CV CV 08-2850

Hearing Date: **April 2, 2010** **Department Fifteen** **9:00 a.m.**

Where the cross-complainant seeks summary adjudication, the cross-complainant bears the burden of producing admissible evidence on each element of a cause of action entitling it to judgment. (Code Civ. Proc., § 437c, subd. (p)(1).) The motion must be supported by affidavits, declarations, admissions, answers to interrogatories, depositions, and matters of which judicial notice shall or may be taken. (Code Civ. Proc., § 437c, subd. (b)(1).) Supporting affidavits or declarations must be made by persons on personal knowledge, set forth admissible evidence, and show affirmatively that the affiant is competent to testify to the matters stated in the affidavit or declaration. (Code Civ. Proc., § 437c, subd. (d).)

Allen L. Bender, Inc. failed to submit competent evidence to establish that it is entitled to judgment on its claim that W.F. Hayward Co. had and has an express contractual duty to defend Allen L. Bender, Inc. (*Schaefer v. Manufacturers Bank* (1980) 104 Cal.App.3d 70; *Maltby v. Shook* (1955) 131 Cal.App.2d 349.) Accordingly, the motion for summary adjudication is **DENIED**.

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rules of Court, rule 3.1312 or further notice is required.

TENTATIVE RULING

Case: **Slaven v. Cramer, et al.**
Case No. CV CV 07-2674

Hearing Date: **April 2, 2010** **Department Fifteen** **9:00 a.m.**

Defendants Allied Property and Casualty Insurance Company and Nationwide Mutual Insurance Company's motion to bifurcate for trial issue of contractual interpretation from non-contractual issues is **GRANTED AS FOLLOWS**: The first phase of the trial will be tried before the Court and will concern the contractual issue of interpretation of the terms of the settlement agreement entered into between PG&E and Plaintiffs. The second phase of the trial will be tried before a jury and will include the issues of, whether there was an oral contract between plaintiffs and Cramer for coverage of loss of sheep by fire, whether Cramer was agent of and/or whether Nationwide knew or should have known that Cramer held himself out to plaintiffs as a agent of Nationwide clothed with the authority to bind insurance, whether there was a breach of the contract of insurance and whether the breach was in bad faith. The third phase of the trial will include the issue of punitive damages. (Code Civ. Proc., §§ 579 & 1048.)

If no hearing is requested, this tentative ruling is effective immediately. No formal order pursuant to California Rules of Court, rule 3.1312 or further notice is required.